

Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

June 8, 2021 - 8:30 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.
4. **PLEDGE OF ALLEGIANCE**
 5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 6. **PUBLIC COMMENT**
 7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
 8. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Rebecca Graves, Administrative Analyst II, HHS; Elizabeth Nunez, Office Clerk, HHS; Sonja Velarde, Administrative Assistant, HHS; and Tammy Martinez, Office Clerk, Probation.
 9. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

10. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Engineer Associate Civil at Range 82 (\$6,322 - \$7,677); Associate Engineer at Range 78 (\$5,741 - \$6,976 or an Engineering Assistant I at Range 71 (\$4,863 - \$5,913) or an Engineering Assistant II at Range 75 (\$5,349 - \$6,501), depending on qualifications.
11. **Treasurer-Tax Collector** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician II or III exists in the General Fund, as certified by the Treasurer-Tax Collector and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician II at Range 59 (\$3,669 - \$4,558) or Office Technician III at Range 63 (\$4,023 - \$4,895).

CONSENT AGENDA (Approval recommended by the County Administrator)

12. **Child Support Services** - Request Board approve the Plan of Cooperation between Eastern Sierra Department of Child Support Services and Placer County Department of Child Support Services, as a sole-source provider of Child Support legal services during the period July 1, 2021 to June 30, 2022, for the sum of \$77,511.96, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
13. **County Counsel** - Request Board approve Amendment No. 2 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, decreasing the contract to an amount not to exceed \$60,000.00 and extending the term end date from June 30, 2021 to June 30, 2022 contingent upon the Board's approval of the

Fiscal Year 2021-2022 Budget.

14. **Health & Human Services** - Request Board approve the contract between the County of Inyo and Traumatic Stress Institute of New Britain, CT for the provision of Trauma Informed Care Training and Coaching Services in an amount not to exceed \$109, 642 for the period of July 1, 2021 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Planning** - Request Board approve Amendment No. 5 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for provision of hydrological services in relation to the Hydrological Mitigation Monitoring Plan for Conditional Use Permit No. 2007-03 (Coso Operating Company, LLC), amending the schedule of fees, and authorize the Chairperson to sign.
16. **Probation** - Request Board approve Amendment No. 2 to the Agreement between the County of Inyo and Siemens Industry Inc. of Fresno, CA to extend the Agreement from July 1, 2021 to June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Public Works** - Request Board: A) declare BN Plow Sales and Service of Running Springs, CA the successful bidder for three (3) Meyers Rock Plow packages and (1) Meyers Snow Plow package per Bid No. RD21-07; and B) authorize the purchase of three (3) Meyers Rock Plows packages along with the exception of two (2) additional Carbide inserts for a total of 8 carbide inserts as requested in the initial bid and one (1) Meyers Snow Plow package from BN Plow Sales and Service of Running Springs, CA in an amount not to exceed \$32,122.87.

DEPARTMENTAL (To be considered at the Board's convenience)

18. **Board of Supervisors** - Request Board approve and authorize the Chairperson to sign a letter supporting the Governor's statewide broadband infrastructure proposal.
19. **County Counsel** - Request Board: A) approve Resolution No. 2021-31, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Regarding the Management of the 2021 Redistricting Process," and authorize the Chairperson to sign; and B) provide guidance to Redistricting Commission staff regarding the scheduling of redistricting hearings, public outreach, and the redistricting website.
20. **County Administrator - Risk Management** - Request Board approve Resolution No. 2021-32, making a determination as required by Government Code Sections 21154 and 21156 concerning incapacity and disability of an employee.
21. **County Administrator - Personnel** - Request Board:
 - A) Approve Resolution 2021-33, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary And/Or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign;
 - B) Waive the first reading of proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisor," and set enactment for 11 a.m. June 15, 2021 in the Board of

- Supervisors Chamber, Independence;
- C) Waive the first reading of proposed Ordinance 1267 titled, “An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors,” and set enactment for 11:15 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence, for enactment; and
 - D) Approve the Methodology and Implementation of the salary survey identified in the Agenda Request Form Summary.

- 22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of June 1, 2021.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

- 23. **11 A.M. - Health & Human Services** - Request Board receive a presentation on the Continuum of Care (CoC) and the services available to address homelessness and affordable housing in Inyo County.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

- 24. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Chris Cash

SUBJECT: Recruitment of vacant Public Works Engineer position, Associate Civil Engineer, Associate Engineer and/or Engineering Assistant I/II

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Engineer Associate Civil at Range 82 (\$6,322 - \$7,677); Associate Engineer at Range 78 (\$5,741 - \$6,976 or an Engineering Assistant I at Range 71 (\$4,863 - \$5,913) or an Engineering Assistant II at Range 75 (\$5,349 - \$6,501), depending on qualifications.

SUMMARY/JUSTIFICATION:

The Public Works Department has an Associate Engineering Civil position vacancy due to the resignation of one of our Civil Engineers. With the limited responses from recent recruitments, we are requesting this position be flexibly recruited as an Associate Engineer Civil, Associate Engineer, or Assistant Engineer depending on qualifications. The filling of this position is vital to ensure that deferred maintenance, Water System improvements, Airport, and County development projects continue to move forward in an expeditious fashion.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the flexible recruitment or filling of this position. This is not recommended as the position is in our authorized strength and has a vital role in the Public Works Department for bidding, awarding and designing projects for completion.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is currently funded and budgeted in the Public Works General Fund budget (011500) in the Salaries and Benefits object codes.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 5/24/2021
Breanne Nelums	Approved - 5/24/2021
Darcy Ellis	Approved - 5/24/2021
Breanne Nelums	Approved - 5/24/2021
Marshall Rudolph	Approved - 5/24/2021
Amy Shepherd	Approved - 5/25/2021
Sue Dishion	Approved - 6/2/2021
Michael Errante	Final Approval - 6/2/2021



County of Inyo



Treasurer-Tax Collector

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Alisha McMurtrie

SUBJECT: Request to hire one (1) vacated Office Technician II or III.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician II or III exists in the General Fund, as certified by the Treasurer-Tax Collector and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician II at Range 59 (\$3,669 - \$4,558) or Office Technician III at Range 63 (\$4,023 - \$4,895).

SUMMARY/JUSTIFICATION:

A vacancy occurred in the Treasurer-Tax Collector's office on April 7, 2021. This position provides daily operational support to both the tax collection and treasury services. This vacancy is placing a tremendous strain on our remaining resources as we continue to provide required services as well as pushing through a difficult, at best, implementation of the new property tax system. Resuming our current authorized staffing levels will directly impact public services and our conversion projects.

I am respectfully requesting authorization to hire an Office Technician II or III for the Treasurer-Tax Collector's Department.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the filling of this vacancy. This would result in delayed services for the Public and Members of the Treasury Pool.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

The funding for this FTE position is included in the 2020/21 fiscal year departmental budget 010500 in salary and benefits. This is a general fund department.

ATTACHMENTS:

APPROVALS:

Alisha McMurtrie
Darcy Ellis
Sue Dishion
Amy Shepherd
Alisha McMurtrie

Created/Initiated - 5/24/2021
Approved - 5/24/2021
Approved - 5/25/2021
Approved - 5/25/2021
Final Approval - 5/25/2021



County of Inyo



Child Support Services

CONSENT - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Amy Weurdig

SUBJECT:

RECOMMENDED ACTION:

Request Board approve the Plan of Cooperation between Eastern Sierra Department of Child Support Services and Placer County Department of Child Support Services, as a sole-source provider of Child Support legal services during the period July 1, 2021 to June 30, 2022, for the sum of \$77,511.96, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

After failed attempts of hiring an Attorney FTE and successful RFP recruitment, doing a shared services agreement with Placer County DCSS has proven to be the most cost effective solution to providing quality, expert Child Support Legal Services for our agency and participants.

- Contract Value will be covered from the removal of an Attorney FTE S&B cost of \$157,877 for FY21-22.
- Contract will renew annually unless one of the parties selects to not renew.
- Placer County has 3 full time attorneys at our disposal as well as two administrative attorneys.
- Experienced Child support law is exceptionally difficult to locate in our area.
- Shared Services agreements are common between LCSAs to extend resources and expertise across the state.
- POC has been approved by the Placer County Board of Supervisors and County of Inyo County Counsel.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Recruitment of FTE Attorney unsuccessful; RFP for Contract Attorney Unsuccessful; Shared Services with other Child Support Agencies was the guidance from State DCSS. POC has been reviewed by County Counsel and has been approved.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We have been unsuccessful in local recruiting for a staff or contract attorney; this shared service agreement is a very common practice between Local Child Support Agencies through out the state to ensure expert support services. As of January, our agency has utilized an attorney from another county and it has worked successfully.

Inyo & Mono Child Support cases are heard virtually by a commissioner from Yuba County and will continue to be virtual in a post Covid business environment. Our agency is required to provide adequate legal representation to our participants and Placer County has a catalog of attorneys available for our agency.

This POC benefits both counties well fiscally (1) Inyo/Mono - S&B Savings over \$80,000 (2) Placer receives funds to offset allocation reductions from the funding re-align from State DCSS. During the review of the POC by County Council, our agency was provided acceptance of the POC in lieu of contract 155 due to Placer County's BOS would not proceed with outside of the POC and it would put the agreement in a use it or lose it situation.

We feel strongly this would put the agency in jeopardy of not fulfilling the legal representation requirement and be unable to service our participants.

OTHER AGENCY INVOLVEMENT:

Placer County Department of Child Support Services and California Department of Child Support Services.

FINANCING:

Child Support Attorney IV (\$7,502-\$9,112) Range 89 removed from the pending FY 21-22 county budget at full S&B costs of \$157,877; POC value for FY21-22 is \$77,511.96, savings of \$80,365.04

ATTACHMENTS:

1. Plan of Cooperation with Placer County

APPROVALS:

Amy Weurdig	Created/Initiated - 5/24/2021
Darcy Ellis	Approved - 5/25/2021
Amy Weurdig	Approved - 5/25/2021
Marshall Rudolph	Approved - 5/25/2021
Amy Shepherd	Approved - 5/25/2021
Sue Dishion	Final Approval - 5/25/2021



ROCKLIN OFFICE
1000 Sunset Boulevard, Suite 200
Rocklin, CA 95765

TAHOE OFFICE
5225 North Lake Boulevard
Carnelian Bay, CA 96140

PLAN OF COOPERATION BETWEEN
PLACER COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
EASTERN SIERRA DEPARTMENT OF CHILD SUPPORT SERVICES

Introduction

The Placer County Department of Child Support Services, hereinafter referred to as PLDCSS, and the Eastern Sierra Department of Child Support Services (comprised of Mono and Inyo counties), hereinafter referred to as ESDCSS will enter into a collaborative Plan of Cooperation (POC) in an effort to assist the State Department of Child Support Services (SDCSS) to promote statewide cost-effectiveness, as well as for the purpose of providing Legal Attorney assistance to ESDCSS to ensure continuity of legal access and services to the families of Eastern Sierra County. The intent of this POC is to ensure ESDCSS is able to fulfill its responsibilities to manage child support cases for Mono/Inyo counties, to allow PLDCSS to supplement its allocation, and to minimize adverse impacts to each jurisdictions Cost Effectiveness measures.

Term

PLDCSS will provide legal Attorney services to ESDCSS by appearing on the IV-D Child Support calendars and by providing legal guidance and approval of documents July 1, 2021 to June 30, 2022. Either party, upon a written 30-day notice to the other may elect at any time to cease its effort and stop participating in this POC. In the event that neither participant has given notice to discontinue participation in this POC by one month prior to the end of the state fiscal year, these terms shall be considered to be re-adopted for the following fiscal year.

Amendments

With written agreement from all parties, this POC may be amended to extend or reduce the POC dates, or make future adjustments for material changes in the child support program (funding, rankings, laws, etc.)

Roles and Responsibilities of Both Parties

PLDCSS and ESDCSS shall remain separate and distinct programs operated within the respective counties. PLDCSS will assign attorney support to ESDCSS (Mono/Inyo) to provide court coverage and legal document review and approval. Attorney support will be assigned based on availability and according to the existing PLDCSS practices for case or task assignment. It is anticipated and this contract provides for a ¼ FTE assignment. The PLDCSS Attorneys assigned to provide legal services to ESDCSS will continue under the leadership and direction of PLDCSS.

It is anticipated that all attorney appearances for court calendars will be remote, and have been so approved prospectively by the courts of ESDCSS (Mono/Inyo). In the event that this changes, it will be considered a material change to this POC, and will require re-evaluation based upon this change. In addition, changes to attorney staffing levels at either LCSA would be a material change requiring a re-evaluation.

ESDCSS agrees to maintain the assignment of the Attorney of Record in their Counties. ESDCSS agrees to provide notice of all hearings and trials by providing calendars and travel files to PLDCSS 3-5 workdays before each court date. ESDCSS agrees to communicate timely all information relative to hearings, operational changes, and procedural/policy revisions influencing the work completed by PLDCSS. ESDCSS agrees to provide a workspace with internet/network access in case of the need for on-site work at court or the office.

PLDCSS and ESDCSS will designate liaisons to communicate between the two counties. These liaisons will provide timely information relative to hearings, operational changes, and procedure/policy revisions. In addition, they will work collaboratively to address concerns, customer complaints, discuss best practices/trends, and find resolutions while keeping each agency Director informed.

Cost Effectiveness Adjustment

This collaborative agreement will not affect either agency's State allocation. ESDCSS agrees to pay PLDCSS directly, on a monthly basis, in an amount not to exceed \$6759.33. Each agency will continue to be assessed on cost effectiveness based upon the initial allocation from state DCSS.

Information Security, Confidentiality and Data Protection

The parties shall comply with all State and Federal regulations concerning the safeguarding of confidential information including but not limited to: California Family Code 17212; Title 22 of the California Code of Regulations sections 111430 and 111440, Welfare and Institutions Code section 11478.1, 26 United State Code section 6103, 42 United States Code section 654(26), and Internal Revenue Service Publication 1075.

Indemnification

Pursuant to the provisions of the California Government Code, section 895 et. seq., each party agrees to defend, indemnify and hold harmless each other from liability, claim or judgment for injury or damages caused by negligent or wrongful act or omission for any agent, officer and/or employee of the indemnifying party that occurs or arises out of this POC. Pursuant to the provisions of the California Government Code, 995 et. seq., PLDCSS agrees to defend and indemnify PLDCSS attorneys working under this POC for ESDCSS.

Compliance with all Applicable Laws

During the performance of this POC, no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status be denied any benefits/services or subjected to unlawful discrimination.

The signatures of the Parties affixed to this Plan of Cooperation affirm that they are each and all duly authorized to commit and bind their respective LCSA to the terms and conditions set forth in this document.



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Marshall Rudolph

SUBJECT: Contract Extension and Decrease

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, decreasing the contract to an amount not to exceed \$60,000.00 and extending the term end date from June 30, 2021 to June 30, 2022 contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of, \$175.00 for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the areas of Water/Environmental law, which may be intermixed in his services under this contract, and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$100,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored,

directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Decline to approve Amendment No. 2 to the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve Amendment No. 2 to the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2021/22 budget in the amount of \$60,000.00.

ATTACHMENTS:

1. Greg James Water Department Contract Amendment 2

APPROVALS:

Cori Denault	Created/Initiated - 5/19/2021
Darcy Ellis	Approved - 5/19/2021
Cori Denault	Approved - 5/27/2021
Marshall Rudolph	Approved - 5/27/2021
Amy Shepherd	Final Approval - 5/28/2021

AMENDMENT NUMBER 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2020.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless sooner terminated as provided below.

2. Paragraph 3. CONSIDERATION is amended to read as follows:

The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is decreased from \$160,000 to \$60,000.00.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2020.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 2

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: May 25, 2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Stephanie Tanksley

SUBJECT: Contract between Inyo County HHS and Traumatic Stress Institute.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Traumatic Stress Institute of New Britain, CT for the provision of Trauma Informed Care Training and Coaching Services in an amount not to exceed \$109,642 for the period of July 1, 2021 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract will provide Health and Human Services (HHS), Probation, and select community partners with a framework and model for understanding the impact of trauma and the importance of Trauma Informed Care (TIC). This model will serve as a central element of building and sustaining TIC at the agencies. This training initiative is a requirement of our Families Urgent Response System funding and will provide a trauma-informed response to our local families in need. This training is unique in that it is a train the trainer model, which is a scalable and sustainable model that gives us the ability to provide this training as the participating agencies regularly. Probation and HHS respectfully request your Board's approval of the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

n/a

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the BOS decides not to approve this contract Inyo County HHS will struggle to implement the requirements of FURS which could impact our ability to provide services to our foster youth population.

OTHER AGENCY INVOLVEMENT:

Probation, OVCDC, Bishop Indian Head Start, and local Resource Families.

FINANCING:

State and Federal funding. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. TSI Risking Connections Contract

APPROVALS:

Stephanie Tanksley	Created/Initiated - 4/29/2021
Darcy Ellis	Approved - 4/29/2021
Stephanie Tanksley	Approved - 5/3/2021
Marilyn Mann	Approved - 5/3/2021
Melissa Best-Baker	Approved - 5/4/2021
Marshall Rudolph	Approved - 5/4/2021
Amy Shepherd	Approved - 5/10/2021
Marilyn Mann	Final Approval - 5/10/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is: _____. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

(\$ _____) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Cathreen Richards

SUBJECT: Hydrological Services Contract Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 5 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for provision of hydrological services in relation to the Hydrological Mitigation Monitoring Plan for Conditional Use Permit No. 2007-03 (Coso Operating Company, LLC), amending the schedule of fees, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which is in place to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on the condition of approval for Coso's CUP. Daniel B Stephens & Associates (DBSA) has been providing hydrological consulting services throughout the the project under the contract proposed to be amended. DBSA's contract was recently amended to extend the time for another year an increase the total amount. The Schedule of fees was, however, overlooked necessitating this amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance,

503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

ATTACHMENTS:

1. Daniel B. Stephens & Associates Contract Amendment 5

APPROVALS:

Cathreen Richards	Created/Initiated - 6/1/2021
Darcy Ellis	Approved - 6/3/2021
Sue Dishion	Approved - 6/3/2021
Marshall Rudolph	Approved - 6/4/2021
Amy Shepherd	Approved - 6/4/2021
Cathreen Richards	Final Approval - 6/4/2021

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

**AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS ____ DAY OF _____, _____.

COUNTY

CONTRACTOR

By: _____

By:  _____

Dated: _____

Dated: 5/27/2021

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



California Schedule of Fees
 (Effective January 1, 2020 through December 31, 2020)
Confidential

Professional Services

Principal Professional II	\$305.00/hour
Principal Professional I	\$260.00/hour
Senior Professional II	\$240.00/hour
Senior Professional I	\$215.00/hour
Project Professional III	\$195.00/hour
Project Professional II	\$180.00/hour
Project Professional I	\$165.00/hour
Staff Professional III	\$145.00/hour
Staff Professional II	\$135.00/hour
Staff Professional I	\$125.00/hour
Managing Technician	\$155.00/hour
Principal Technician	\$135.00/hour
Technician IV	\$125.00/hour
Technician III	\$115.00/hour
Technician II	\$105.00/hour
Technician I	\$100.00/hour
GIS Specialist	\$130.00/hour
CADD Specialist	\$130.00/hour
CADD/GIS/Database II	\$125.00/hour
CADD/GIS/Database I	\$115.00/hour
Senior Technical Editor	\$130.00/hour
Technical Editor	\$100.00/hour
Project Assistant II	\$98.00/hour
Project Assistant I	\$85.00/hour
Biologist II	\$108.00/hour
Biologist I	\$98.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.

13
Contract

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrologic Analysis SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Water Department Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From _____ through _____

B. From _____ through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Water Department Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93528	City and State

Consultant:	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 100	Address
Albuquerque, NM 87109	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By:  _____

Signature

James A. Kelsey, President

Print or Type Name

Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCOPE OF WORK:

I. Background

Coso Operating Company (COC) has continued to extract water from the Rose Valley Basin in accordance with the provisions of Conditional Use Permit 2007-003. Pumping operations began in December, 2009 and were extended several times based on observed groundwater levels and groundwater model predictions. COC has requested an evaluation of whether pumping could be extended based on the existing standards of significant impact in the HMMP. The proposed two pumping scenarios are (1) an annual pumping season of four months from June through September, at a rate of 1000 gpm, and (2) a similar pumping season a rate that is sustainable indefinitely.

II. Scope of Work

Task 1. Contractor shall update and recalibrate the Rose Valley groundwater flow model based on actual pumping rates, groundwater level observations, updated recharge estimates, and a reevaluation of groundwater discharge at Little Lake. Should any discrepancies be noted, contractor shall make recommendations for changes in model parameters and/or boundary conditions, as appropriate.

Task 2. The updated and recalibrated model shall be used to evaluate the two scenarios described above, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its estimated 2009 value. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

Task 3. The updated and recalibrated model shall be used to produce a duration of pumping for scenario (1) and a pumping rate for scenario (2).

Task 4. Results of Tasks 1 through 3 shall be reported to the Water Department in the form of a letter report and updated model files.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCHEDULE OF FEES:

See attached.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Refer to Attachment B.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis **SERVICES**

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.
9. **Disclosure of Lobbying Activities.** Exhibit 10-Q "Disclosure of Lobbying Activities".
10. **Consultant Management Position Conflict of Interest Confidentiality Statement.** Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement."

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2021.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2022
- Amend Section 3 – Consideration, D. Limit upon amount payable under Agreement to \$70,000

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 21st DAY OF April, 2021.

COUNTY

CONTRACTOR

By: 

By: 

James A. Kelsey, President

Dated: 04/21/2021

Dated: March 8, 2021

APPROVED AS TO FORM AND LEGALITY:


County Counsel

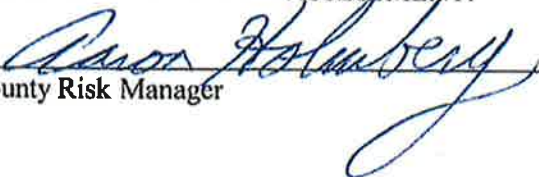
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS ____ DAY OF _____, _____.

COUNTY

CONTRACTOR

By: _____

By:  _____

James A. Kelsey, President

Dated: _____

Dated: March 8, 2021

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



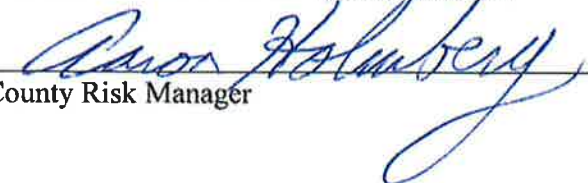
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS ____ DAY OF _____, _____.

COUNTY

CONTRACTOR

By: _____

By:  _____

James A. Kelsey, President

Dated: _____

Dated: March 8, 2021

APPROVED AS TO FORM AND LEGALITY:

 _____
County Counsel


APPROVED AS TO ACCOUNTING FORM:

 _____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 _____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

 _____
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 · TERM to April 25, 2017 to April 25, 2021

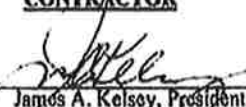
**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS ___ DAY OF _____, ____.**

COUNTY

CONTRACTOR


By: _____

By:  _____
James A. Kelsey, President

Dated: _____

Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



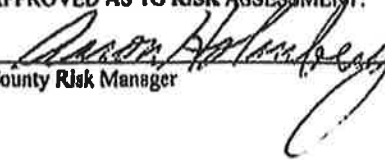
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 16th DAY OF April, 2019.

COUNTY

CONTRACTOR

By: 

By: 

Dated: 4-16-19

Dated: 4/5/2019

APPROVED AS TO FORM AND LEGALITY:



County Council

APPROVED AS TO ACCC FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2019

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 24th DAY OF April, 2018.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 4-24-18

Date: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Daniel B. Stephens & Associates, Inc. 6020 Academy NE, Ste 100 Albuquerque NM 87109 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Steadfast Insurance Company NAIC # 26387	
	INSURER B: Zurich American Ins Co 16535	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER: 570085336049	REVISION NUMBER:
------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GPL016606904	12/31/2020	12/31/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0166068-04	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			SXS016607604	12/31/2020	12/31/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WC016606604	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary			GPL016606904 Prof Liab - Claims Made	12/31/2020	12/31/2021	Each Claim \$2,000,000 Policy Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Hydrologic Monitoring.
Inyo County Planning Department, its officers, officials, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein is Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Inyo County Planning Department, its officers, officials, employees, and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers Compensation policies. Professional Liability retroactive date 01/01/1963.

CERTIFICATE HOLDER Inyo County Planning Department Attn: Contracts Administrator P.O. Drawer L Independence, CA 93526 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
--	--

Holder Identifier : ACDE

Certificate No : 570085336049





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Daniel B. Stephens & Associates, Inc.	
POLICY NUMBER See Certificate Number: 570085336049			
CARRIER See Certificate Number: 570085336049	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Env Contr Poll			GPL016606904	12/31/2020	12/31/2021	Per Occurrence	\$2,000,000
							Policy Aggregate	\$4,000,000



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Jeffrey Thomson

SUBJECT: Approve Amendment #2 for Maintenance Contract with Siemens Industry Inc. for the Juvenile Center Fire Suppression System

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the Agreement between the County of Inyo and Siemens Industry Inc. of Fresno, CA to extend the Agreement from July 1, 2021 to June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

SimplexGrinnel originally installed the electronic controls and Life Safety system (fire suppression system) in the Inyo County Jail and Juvenile Center. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and the need for Simplex replacement parts. In 2003, Inyo County Juvenile Center received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety Equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and provide a twenty-four (24) hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 at the Jail and Juvenile Center and the service technicians are familiar with the Juvenile Center's fire suppression system.

Both parties would like to extend the Agreement from July 1, 2021 to June 30, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to extend the Agreement with Siemens; however, this is not recommended as Siemens has been reliable and knowledgeable with our system; provides the emergency response we need; and is currently under a maintenance contract with the County to inspect the Jail. Yearly inspections and maintenance of the fire suppression system is required on a facility that houses juveniles.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Historically, funding has been provided through Operating Transfers in Other Financing Sources (Revenue Code 4998) from Facilities Trust and will be budgeted in the Juvenile Institutions Budget (023100), Expenditure Object Code 5265 - Professional Services. We anticipate in FY 21-22 that this funding will continue; however, if it does not, we will work with the Budget Team to cover the cost of this contract.

ATTACHMENTS:

1. Siemens Industry Contract Amendment 2

APPROVALS:

Krystal Leonard	Created/Initiated - 5/24/2021
Darcy Ellis	Approved - 5/24/2021
Krystal Leonard	Approved - 5/24/2021
Marshall Rudolph	Approved - 5/24/2021
Amy Shepherd	Approved - 5/25/2021
Sue Dishion	Approved - 6/1/2021
Aaron Holmberg	Approved - 6/1/2021
Krystal Leonard	Approved - 6/1/2021
Jeffrey Thomson	Final Approval - 6/1/2021

**AMENDMENT NUMBER TWO (2) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SIEMENS INDUSTRY INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Siemens Industry Inc. _____, of Fresno, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2017 _____, on County of Inyo Standard Contract No. 116 _____, for the term from July 1, 2017 _____ to June 30, 2020 _____.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The option to extend the term of the Contract # 116 dated July 1, 2017 for the maintenance services of the fire suppression system/equipment at the Juvenile Center, expiring on June 30, 2021, shall be extended for a 4th year (July 1, 2021 through June 30, 2022) in the amount of \$3,621 to be billed and paid semi-annually and in advance (total amount for Year 4: \$7,242).

The effective date of this Amendment to the Agreement is July 1, 2021_____.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER TWO (2) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SIEMENS INDUSTRY INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO


By: _____

Dated: _____

CONTRACTOR: Siemens Industry, Inc.

By:  _____

Signature



Type or Print

Dated: 5/24/2021

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Sally Faircloth

SUBJECT: Request authorization to purchase (3) Meyers Rock Plow packages and (1) Meyers Snow Plow package

RECOMMENDED ACTION:

Request Board: A) declare BN Plow Sales and Service of Running Springs, CA the successful bidder for three (3) Meyers Rock Plow packages and (1) Meyers Snow Plow package per Bid No. RD21-07; and B) authorize the purchase of three (3) Meyers Rock Plows packages along with the exception of two (2) additional Carbide inserts for a total of 8 carbide inserts as requested in the initial bid and one (1) Meyers Snow Plow package from BN Plow Sales and Service of Running Springs, CA in an amount not to exceed \$32,122.87.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids for the purchase of (3) Meyers Rock Plow packages and (1) Meyers Snow Plow package to outfit our 2021 Ford F350 pickups for plowing operations; this will add to our existing fleet of our pick up mounted plows. In addition, each Meyers Rock Plow package comes with two (2) carbide inserts for a total of six (6) carbide inserts. However, the Road Department requested a quantity of eight (8) carbide inserts in total. Therefore, we would be purchasing two (2) additional carbide inserts as noted as an Exception in the bid.

The Road Department has used our existing pickup plows to complement and assist our full-size plow trucks during the past seasons. The pickup plows have proven to be an asset as the speed and maneuverability of smaller equipment/vehicles tend to move with ease in more populated areas for cleanup operations. Bids were opened on May 24, 2021, and two bids were received:

BN Plow Sales and Service of Running Springs, CA	\$32,122.87
Snoquip, Inc. of West Sacramento, CA	\$32,824.44

The Road Department has reviewed the bids for responsiveness. The Road Department recommends your Board authorize the purchase of the Three (3) Meyers Rock Plows with eight(8) Carbide Inserts and (1) Meyers Snow Plow from BN Plow Sales and Service of Running Springs, CA to be delivered to the Inyo County Road Yard at 750 South Clay Street, Independence, CA. The total expense, including delivery and taxes, is not to exceed \$32,122.87.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as the Road Department has identified using these plows, as designed, provides an acceptable service to the public for a lower operational cost than the larger plow trucks, as well as taking some service load off of the larger plow trucks, thus extending their usable service life.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for this equipment is included in the FY 20/21 Road Budget 034600, object code 5650 Equipment.

ATTACHMENTS:

1. Bid Tab RD 21-07
2. BN Plow Sales and Service Bid

APPROVALS:

Sally Faircloth	Created/Initiated - 5/12/2021
Darcy Ellis	Approved - 5/12/2021
Sally Faircloth	Approved - 5/27/2021
Breanne Nelums	Approved - 5/27/2021
Marshall Rudolph	Approved - 5/27/2021
Amy Shepherd	Approved - 5/28/2021
Michael Errante	Final Approval - 6/1/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. RD2021-07 Snow & Rock Plows

Bid Opening Date: 5/24/21

Location: County Admin Center

	<i>BIDDER NAME</i>	<i>Bid Total</i>
1.	BN Plow Sales and Service	\$ 30,952.42
2.	Snoquip, Inc.	\$ 32,824.44
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Plus -\$1,170.45- (Exception:
(2)additional carbide inserts)
TOTAL \$ 32,122.87

Opened By: Darcy Ellis

Present: Hayley Carter



BID FORM

INYO COUNTY DEPARTMENT OF PUBLIC WORKS

BID NO: RD2021-07 – Snow and Rock Plows (Meyers Snow/Rock Package)

The purpose of this specification is to describe **Three (3) Rock Plows and One (1) Snow Plow Model# LP SOS E73 7.5-9.0 Package**. It is required that these unit will be delivered FOB Inyo County Road Department, 750 S. Clay Street, Independence, CA 93526 ready for install and operate. The use of a brand name does indicate preference for that brand. It is intended to establish a level of quality, function and reliability with existing equipment.

I. BID ITEM(S)

The County of Inyo is requesting bids for **Three (3) Rock Plows and One (1) Snow Plow Model# LP SOS E73 7.5-9.0 Package**

II. MINIMUM BID SPECIFICATIONS

Sequentially number any exceptions and explain on a separate sheet if needed. If you would like to submit a product as an “or equal”, provide full specifications and a request a minimum of 7 days before the bid opening date. Email these requests to sfaircloth@inyocounty.us.

DESCRIPTION (Place an "X" /number in the appropriate column)	COMPLY	EXCEPTION
Rock and Snow Plow frame and mounting assembly for 2021 Ford F350 Truck w/ 8' Bed		
Vendor to bid on complete kit consisting of:	X	
QTY: (3) - COMPLETE 8 FT. ROCK PLOW PACKAGE:		
Rock Plow Moldboards	X	
Eight (8) 4' Carbide Insert Edges		X
Truck Mounts	X	
Controller and All Necessary Wiring, etc. / Ready to install	X	
Park/Turn Control Harness for 2021 Ford F350	X	
QTY: (1) - COMPLETE 8 FT. SNOW PLOW PACKAGE:	X	
Steel LOT PRO Moldboard	X	
LED Light Kit	X	
Truck Mount	X	
Controller and All Necessary Wiring, etc. / Ready to install	X	
Park/Turn Control Harness for 2021 Ford F350	X	

DELIVERY REQUIREMENTS:	Comply	Exception
Snow and Rock Plows and all specified inclusions shall be delivered to 750 S. Clay Street, Independence, CA	X	

III. EXCEPTIONS

Explain any and all exceptions identified in Section II, above (attach additional sheets if necessary)
 Six (6) Carbide Insert Edges are required for the Three (3) complete 8FT Rock Plow Packages.

Two (2) additional Carbide Insert Edges can be supplied for an additional \$1,086.26

Snow Plow can accept Carbide Insert edges with modification drilling to the Moldboard to match bolt pattern.

IV. BID

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below.

1. THREE (3) ROCK PLOWS AND ONE (1) SNOW PLOW (Model# LP SOS E73 7.5-9.0 Package):

Three (3) Rocking Rock Plows and One (1) Meyers 8FT Lot Pro SOS E73 Snow Plow

- | | |
|--|--------------|
| 2. UNIT PRICE: / Total Package Price as specified | \$ 26,405.96 |
| 3. SALES TAX (Inyo County @ 7.75%): | \$ 2,046.46 |
| 4. DELIVERY to Inyo County Road Department
FOB 750 S. Clay Street, Independence, CA 93526 See below | \$ 2,500 |

Delivery includes freight cost

TOTAL

PRICE.....\$ 30,952.42



This bid was received on May 13, 2021
11:54 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

BIDDER:

Company Name: BN Plow Sales and Service

Contact Name: Brandon Neldner

Address: PO Box 2384


City / State / Zip: Running Springs / CA / 92382

Phone Number: 909-491-1619 Fax Number: N/A

Email Address: bneld@hotmail.com

V. CERTIFICATION

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company.

Signed:  Title: Owner

Date: 05/10/2021

VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “**BID NO. RD2021-07– Snow and Rock Plows**” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on May 24, 2021.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, “Overnight” delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Supervisor Jeff Griffiths

SUBJECT: Letter Supporting Governor's Broadband Infrastructure Proposal

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign a letter supporting the Governor's statewide broadband infrastructure proposal.

SUMMARY/JUSTIFICATION:

Governor Newsom has included in his May Budget Revise for Fiscal 2021-2022 a proposed \$7 billion for statewide broadband infrastructure development and expansion, all in an effort to improve access, equity, and affordability for all Californians. The Governor's plan would invest in short-term affordability supports for those with access but without the means to connect. It would commit \$3 billion to last-mile construction efforts in a way specifically designed to leverage further funding from local agencies and service providers. The plan would also invest in a transformative public infrastructure project to build a statewide open-access middle-mile network, which is seen as the only long-term solution to the issues of universal service and affordability.

I recommend our Board send a letter of support to Assemblyman Mathis and Senator Borgeas, urging for the approval of the Governor's broadband infrastructure proposal. It will increase broadband access, equity, and affordability and ensure that no Californians will be stranded at home for months, unable to go to school, meet with their doctors, or connect with their family and loved ones for lack of broadband.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The California State Association of Counties (CSAC) led a statewide coalition of education, health, local government, and economic policy organizations advocating for significant investment in infrastructure and services to close the digital divide and extend broadband access across the state. In response, Governor Newsom has included in his May Budget Revise a commitment to closing the digital divide with a historic investment of \$7 billion over three years to build out "middle-mile" infrastructure and support "last-mile" expansion.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Our Board can choose not to send the letter, but this is not recommended.

OTHER AGENCY INVOLVEMENT:

CSAC

FINANCING:

N/A

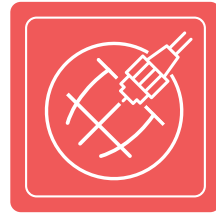
ATTACHMENTS:

1. CSAC - Broadband Myths & Facts
2. Support of Governor's Broadband Proposal (Mathis)
3. Support of Governor's Broadband Proposal (Borgeas)

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 6/4/2021
Final Approval - 6/4/2021



statewide open access middle mile

Don't Wait, Connect All 58!

myth

Creating a statewide middle mile network is “overbuilding.”

facts

1

- “Overbuilding” is merely code for competition. **Existing providers oppose a statewide, open-access, middle mile network because it would challenge the de facto monopolies that exist in nearly half the state by making it cheaper to build last-mile networks.**
- Providers won't tell the state where their networks exist, much less what condition they're in, what speeds they provide, or which homes and businesses they serve. But we do know that **about half of Californians have no choice for their broadband.**
- This patchwork of unregulated, proprietary infrastructure networks would be unacceptable from any other utility or critical infrastructure.
- **Open access means faster speeds, lower costs, and better customer service.**
- An open access middle mile network, like the Governor proposes and like many states have already successfully implemented, is the **only long-term solution** to universal broadband service and affordability.

myth

The telecom industry is all for competition, they're just not for “government subsidized competition.”

facts

2

- Telecom companies currently enjoy **government subsidized monopolies** throughout much of California, built in part with untold billions of dollars of federal, state, and local government subsidies.
- CCTA denounces the Governor's proposal, **but in the same breath asks for billions of dollars of government subsidies to prop up their unaffordable rates** as a “solution” to the Digital Divide, but which wouldn't last more than a few months. There's a place for rate assistance, but it isn't a long-term solution.
- An “open access” network means that everyone, including the telecom companies themselves, could lease bandwidth on nondiscriminatory terms.
- **They aren't against government subsidies, they just want to be the only ones that benefit from them.** Absent real regulation, an open access middle mile network is the only way to promote competition.
- Public infrastructure for a public good, paid for with public funds, providing a necessary utility, available to everyone on equal terms—what many would argue is the **most fundamental role of government.**



myths & facts continued

myth

We don't have an access problem, we have an adoption/affordability problem.

facts

3

- **The companies arguing rates are unaffordable are the ones setting those rates!** A government rate subsidy will provide service temporarily, but competition lowers prices permanently.
- Ask the millions of Californians—urban and rural— without broadband or broadband at speeds unfit for school, work, or entrepreneurship and **they'll tell you what the problem truly is. And a statewide open access middle mile network, paired with billions more for last-mile subsidies, is the solution.**
- The incumbent providers have all but stopped building to new communities, instead focusing on deploying new technology in profitable areas.
- At the same time, **they're using their proprietary networks, often build with government subsidies, as an excuse to block others from accessing funding for last-mile projects to unserved and underserved communities** that they themselves refuse to build.
- So, when industry representatives say there's an affordability/adoption problem, what they really mean is that the state shouldn't use its one-time surplus to build permanent public infrastructure that benefits everyone, it should instead fork over billions of dollars to highly profitable companies to temporarily subsidize the unaffordable rates they charge low-income Californians who just want to attend school and find jobs.

myth

There's no hurry, we might get federal money for this later.

facts

4

- **A statewide open access middle mile broadband network is the perfect use of one-time dollars available right now** that will better leverage future dollars that may become available for last-mile development.
- The Federal dollars earmarked for broadband now have to be encumbered, or committed to projects, by the end of 2024. **Waiting until even later this year will delay plans enough to push us into the next construction season nearly a year away.** And we might not get more federal money later.
- Even if the federal government does provide additional infrastructure funding at some point in the future, and if broadband is an allowed use, the current proposals in D.C. would parcel out funding over the course of eight years.
- **Eight years from now, the kids finishing 2nd grade next month will be graduating high school and we will have failed another generation of school children.**
- The need for a statewide open access middle mile network is urgent. **Don't delay.** Connect California and close the digital divide today.

Don't Wait, Connect All 58!





EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

June 8, 2021

The Honorable Devon Mathis
California State Assembly, 26th District
State Capitol, Suite 2111
Sacramento, CA 95814

Re: Governor's Broadband Proposal – SUPPORT

On behalf of the County of Inyo, we urge the immediate passage of the Governor's proposal to invest \$7 billion to make a serious, concentrated effort to close the Digital Divide.

The flexible funding for broadband included in the American Rescue Plan Act and a recent report finding that 100 Mbps fiber can be built to all unserved homes and businesses for less than \$10 billion dollars have created a once-in-a-generation opportunity to connect the unconnected and improve affordability and speeds for all Californians.

Lack of Internet providers in Inyo County, for example, leaves residents at the whim of the few telecom companies who provide services here – at exorbitant, generally non-competitive rates. Those who cannot afford sufficient bandwidth are at a distinct disadvantage, even more so in 2021 when everything from school, to church services, to business meetings is conducted online. Residents in more remote areas of the county either lack access to broadband or make do with unreliable service that, again, puts them at a disadvantage in our modern cyber era. These issues also preclude residents and businesses in these unserved and underserved communities from participating in the 21st Century economy. High-speed broadband could provide essential benefits by allowing increased economic and trade opportunities for small to medium-sized businesses and serves as a required component of infrastructure for all large businesses in 2021. The lack of this essential infrastructure component is limiting existing businesses in Inyo County from reaching their full potential and eliminating business recruitment activities that could result in much needed jobs and investment for these communities.

The Governor's plan would address all of the most serious issues that cause the Digital Divide. It would invest in short-term affordability supports for those with access but without the means to connect. It would commit \$3 billion to last-mile construction efforts in a way specifically designed to leverage further funding from local agencies and service providers.

Perhaps most importantly, the plan would invest in a transformative public infrastructure project to build a statewide open-access middle-mile network, which would reduce the costs for all last-mile projects, giving the state a bigger bang for its buck. But beyond that significant benefit, a statewide

open-access middle-mile network is also the only long-term solution to the issues of universal service and affordability. It would make it more cost-effective and therefore more likely for new service providers to build into communities – representing about half of all connections statewide – suffering under a local broadband monopoly.

Open access would help close the Digital Divide facing Inyo County and the rest of the state. It would mean faster speeds, lower costs, and better customer service – things our constituents have struggled to attain for too long. An open-access middle-mile network, like the Governor proposes and like many states have already successfully implemented, is the only long-term solution to universal broadband service and affordability.

Using the state’s financial resources to expand broadband is a public good that is both moral and practical, but also urgent. The best time to close the Digital Divide was 20 years ago, but the second best time is now, not next year or two years from now. Committing \$7 billion to this effort would be the state’s most serious effort yet to try to close the Digital Divide.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

cc: Senator Borgeas



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

June 8, 2021

The Honorable Andreas Borgeas
California State Senate, 8th District
State Capitol, Suite 3082
Sacramento, CA 95814

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Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

cc: Assemblyman Mathis



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board: A) approve Resolution No. 2021-31, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Regarding the Management of the 2021 Redistricting Process," and authorize the Chairperson to sign; and B) provide guidance to Redistricting Commission staff regarding the scheduling of redistricting hearings, public outreach, and the redistricting website.

SUMMARY/JUSTIFICATION:

In February 2021, your Board received a presentation from County Counsel regarding the county-level redistricting process. During that meeting, your Board decided that it would serve as the Inyo County Redistricting Commission ("ICRC"), in lieu of appointing an advisory, hybrid, or independent redistricting commission. As a follow up to this decision, the first item to consider here is a request that your Board pass a resolution confirming and formalizing that decision.

Additionally, now that the redistricting process is beginning in earnest, staff is requesting that your Board, in its capacity as the ICRC, provide input on various issues, which are outlined below.

Public Hearings Regarding Redistricting

Inyo County is required to hold a minimum of four noticed public hearings regarding redistricting. One must be held before the release of any draft maps, one must be held on a weekend or evening, and two must be held after draft maps are released. Aside from these rules, the ICRC is free to arrange its public hearings however it sees fit. The ICRC is also free to hold more than four public hearings and to hold informal, informational sessions along with the formal, noticed hearings.

As mentioned during the February presentation, the 2020 redistricting process is somewhat unique because the census data is very delayed. The current best estimate (which seems to change frequently) is that counties will have census data in approximately mid to late September 2021 and will therefore be permitted to release their draft maps in mid-October 2021. Given that the data will be released so late, staff recommends that the ICRC hold as many hearings and/or informational meetings as possible prior to the release of the census data.

Below is a proposed schedule of noticed public hearings from staff. As the ICRC, your Board will be attending all of these meetings. Apart from the evening / weekend hearing, these hearings can all be scheduled in

conjunction with regularly scheduled Board meetings. However, if the ICRC wants to hold committee hearings in various locations throughout the County, that would mean that any meeting held outside of Independence would need to be scheduled separate from regular Board meetings.

- July 2021
- August 2021 (recommended that this be scheduled as the evening / weekend hearing)
- First week of November 2021
- Second week of November 2021

Staff would like input on the following specific issues related to these noticed public hearings, in addition to any other comments:

- Where does the ICRC want the meetings to be held?
- When does the ICRC want to conduct the evening / weekend meeting?
- Does the ICRC want staff to arrange informal informational workshops in addition to the noticed public hearings? If so, when and where?
- Does the ICRC want to hold more than the required 4 noticed public hearings?

Community Outreach

Per Elections Code 21508(a), Inyo County is required to reach out to “good government, civil rights, civic engagement, and community groups or organizations” to ask them to help spread the word about redistricting.

Staff has begun to compile a list of these organizations throughout Inyo County. Once the list is complete, staff will reach out to these organizations to provide them with information about the redistricting process and flyers that the organization can distribute to its members, if it wants to. The most current version of this list is attached to this staff report, but that list is very much a work in progress. Staff requests that the ICRC review this list and provide names and contact information for any other local organizations that could help engage County residents in the redistricting process. Staff is particularly focused on ensuring adequate outreach to minority and non-English speaking communities and would appreciate the ICRC’s assistance in that regard.

Redistricting Website

Per Elections Code 21508(g), Inyo County must maintain a redistricting website with various information. Information Services played a big part in helping to get this website up and running. It can be found at: . Staff requests that the ICRC review this website and provide any feedback as to information that could be added, sections that could be clarified, etc.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Community Organizations & Tribal Governments
2. Redistricting Resolution

APPROVALS:

Grace Chuchla
Darcy Ellis
Grace Chuchla
Marshall Rudolph
Cathreen Richards

Created/Initiated - 5/27/2021
Approved - 6/3/2021
Approved - 6/3/2021
Approved - 6/3/2021
Final Approval - 6/3/2021

Community Organizations for Election Code 21508(a) Outreach

Local non-profits

- Inyo Mono Advocates for Community Action
- Inyo Mono Association for the Handicapped
- Inyo350
- California Indian Legal Services
- Wild Iris

Local clubs and civic organizations

- Bishop Sunrise Rotary
- Bishop Noon Rotary
- Independence Civic Club
- Big Pine Civic Club
- Bishop Lions Club
- Independence Lions Club
- Lone Pine Lions Club
- Bishop Chamber of Commerce
- Lone Pine Chamber of Commerce
- Death Valley Chamber of Commerce
- VFW Lone Pine
- VFW Bishop
- American Legion Big Pine
- American Legion Bishop
- American Legion Independence
- American Legion Lone Pine

Local media

- El Sol Newspaper
- Inyo Register
- KIBS
- Sierra Wave
- The Sheet

Local Native American tribes

- Bishop Paiute Shoshone Tribe
- Big Pine Paiute Shoshone Tribe
- Forte Independence Indian Community of Paiute Indians

- Lone Pine Paiute Shoshone Tribe
- Timbisha Shoshone Tribe

RESOLUTION NO. 2021 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REGARDING THE MANAGEMENT OF THE 2021 REDISTRICTING PROCESS**

WHEREAS, following the 2020 Census, all counties in California must review the census data and potentially readjust the boundary lines for their supervisorial districts to account for population changes; and

WHEREAS, Elections Code section 23001 provides that a county may adopt an independent, hybrid, or advisory commission to manage the redistricting process; and

WHEREAS, alternatively, the Board of Supervisors of a county may choose to retain its inherent power to manage the redistricting process in lieu of any of the commissions provided for in section 23001.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo that the Board of Supervisors will manage the redistricting process in lieu of utilizing any of the commissions provided for in section 23001.

PASSED AND ADOPTED this _____ day of June, 2021, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



County of Inyo



County Administrator - Risk Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Aaron Holmberg

SUBJECT: Determination of incapacity and disability of an employee

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-32, making a determination as required by Government Code Sections 21154 and 21156 concerning incapacity and disability of an employee.

SUMMARY/JUSTIFICATION:

The County of Inyo is a contracting agency of the California Public Employees' Retirement System (CALPERS). Government Code Sections 21154 and 21156 require that a contracting agency determine whether an employee of such agency is disabled for purposes of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of the Law. The governing body must determine whether the employee is substantially incapacitated for the performance of his usual duties and whether that incapacity is industrial. Consideration in the disability determination is given to medical information, information provided in the workers' compensation case(s) and an actual and present disability; not prospective.

Sheriff Deputy Joseph Seaton has filed an Industrial Disability Retirement Application with CALPERS. Risk Management and Personnel believe that Deputy Seaton meets are the criteria for an Industrial Disability Retirement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Mr. Seaton was hired by the Sheriff's Department on February 1, 2010. On June 23, 2015, Mr. Seaton was at work and in a patrol vehicle when the patrol vehicle was struck by another vehicle. The impact caused significant and lasting injury to his right foot/ankle. His workers' compensation claim was accepted based on factual investigation and medical verification.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to approve the Resolution.

OTHER AGENCY INVOLVEMENT:

Risk Management, Personnel, and County Counsel worked together on this Resolution.

FINANCING:

This Resolution specifies an industrial disability retirement and may impact the annual valuation report.

ATTACHMENTS:

1. PERS Letter to County
2. Seaton Resolution

APPROVALS:

Aaron Holmberg	Created/Initiated - 6/3/2021
Darcy Ellis	Approved - 6/3/2021
Marshall Rudolph	Approved - 6/3/2021
Amy Shepherd	Approved - 6/3/2021
Marshall Rudolph	Approved - 6/3/2021
Jeffrey Hollowell	Approved - 6/4/2021
Sue Dishion	Approved - 6/4/2021
Aaron Holmberg	Final Approval - 6/4/2021



California Public Employees' Retirement System
Disability and Survivor Benefits Division

P.O. Box 2796, Sacramento, CA 95812-2796 | Fax: (916) 795-1280
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

May 25, 2021

County of Inyo
P.O. Box 249
Independence, CA 93526

CalPERS ID: XXXXXXXXXXXX

Re: Joseph W Seaton
Occupation: Deputy Sheriff

Dear Personnel Officer,

Joseph W Seaton has filed an application for industrial disability retirement based upon his orthopedic (right foot) condition. Your agency needs to make a determination of the member's disability in accordance with Government Code sections 21154 and 21156. **You must make your determination within six months of this request unless the local safety member waives the requirements of this provision (Government Code section 21157).**

All documentation submitted by your agency must be signed by the governing body or its lawful delegate (i.e., City Manager, Chief Administrative Officer, County Executive, or other comparable individual). If the governing body chooses to delegate the responsibility of making a determination, a certified copy of the delegation order of this authority, approved and signed by the governing body, must accompany the finding by such delegate in each instance. For Public Agency and Schools Reference Guide – Benefits Procedures and sample resolutions, please refer to the following link for further information:

<https://www.calpers.ca.gov/docs/forms-publications/pas-ref-guide.pdf>

If any of the following separation reasons or circumstances apply, your agency must forward all relevant personnel documents and medical records to CalPERS and obtain CalPERS' determination that the member is eligible to apply for disability retirement before your agency starts the process:

- Disciplinary process was underway prior to the member's separation from employment.
- The member was terminated for cause.
- The member resigned in lieu of termination.
- The member signed an agreement to waive his or her reinstatement rights as part of a legal settlement (i.e., Employment Reinstatement Waiver).
- The member has been convicted of or is being investigated for a work-related felony.

Your determination shall be made on the basis of competent medical opinion. You shall not use disability retirement as a substitute for the disciplinary process (Government Code section 21156(2)). If the disciplinary process occurred before the member's separation from employment, you are required to forward all relevant personnel documents to CalPERS for determination of the member's eligibility for disability retirement before you start the process of adjudication.

Under the California Public Employees' Retirement Law, disability is defined as the incapacity from the performance of duty in public services for permanent or extended and uncertain duration of twelve consecutive months or longer, as determined on the basis of competent medical opinion. Disability is not necessarily an inability to perform every function of a given position. Rather, the courts have concluded that the test in any case is whether the employee can substantially perform his or her usual duties. Difficulty in performing certain tasks alone is not enough to support a finding of disability. It is the inability to perform the essential functions of the actual and present job duties that determines whether the member is substantially incapacitated for the performance of his or her job duties. A CalPERS disability retirement must be based upon an actual and present (not prospective) inability to substantially perform the member's actual and usual job duties. Furthermore, prophylactic restrictions are not a basis for a disability retirement. If a disability is not currently present but just may occur in the future, the member is presently ineligible for a CalPERS disability retirement.

Disputed questions regarding the industrial relationship of the disabling injury to the member's work will be resolved by the Workers' Compensation Appeals Board (WCAB). In the event there is no dispute, such a finding can be made by the employer. A Workers' Compensation Award is not sufficient evidence that a local safety member is disabled for retirement purposes. There must be a specific finding under Government Code section 21166, by the employer, with respect to the disability for which the member will be retired.

If it is determined that the member is not disabled from the performance of his or her duties, a Resolution to that effect must be filed with CalPERS. Please refer to sample Resolution No. 1 in the Public Agency and School Reference Guide - Benefits Procedures.

If the member is found to be disabled, CalPERS will require the following documentation:

1. A statement from the employer certifying that the determination was made based on competent medical opinion and the disability is expected to fulfill at least one of the following statements:
 - a) Is permanent
 - b) Will last at least twelve consecutive months from the date of an application for benefits
 - c) Will result in death.
2. A statement certifying the determination was not used as a substitute for the disciplinary process. If any of the above-mentioned circumstances are met, a statement must also be included that confirms all relevant personnel documents were forwarded to CalPERS and CalPERS' determination that the member is eligible to apply for disability retirement was obtained prior to starting the process of medical determination.

3. A finding indicating the member has been found to be substantially incapacitated from the performance of the usual duties of his or her position.
4. A statement confirming whether or not the member has filed a Workers' Compensation claim(s) for his or her disabling condition(s). If so, a statement is required as to whether the claim(s) is accepted.
5. A finding by the employer as to whether or not the causation of the disability was industrial:
 - a) In the case of an ongoing dispute about the causation of the disability, the employer must provide a revised determination resolution along with a copy of the Workers' Compensation Appeals Board (WCAB) findings resolving the question of industrial causation.
 - b) A member must have a minimum of five years of service credit to qualify for non-industrial disability retirement. If a member does not meet the minimum service requirements for disability retirement, the member may still qualify by re-depositing previously withdrawn contributions or contributing an amount for service rendered prior to membership with CalPERS. Generally, time during which the member is absent from state service by reason of injury or illness, which is determined within one-year after the end of such absence to be job-related, shall be considered as time spent in state service for the purpose of qualification for retirement and death benefits.
6. A statement by the employer documenting the member's last day on payroll. The retirement effective date must be established in accordance with Gov. Code sections 21163 and 21164. Please refer to the online Public Agency & School Reference Guide.
7. A statement by the employer as to whether there is, or is not, a possibility of third-party liability present (meaning whether the member's disability was caused by negligence or an intentional act of a party other than the employer).

If a person (other than the employer) caused an injury that results in certain CalPERS benefits being paid, then CalPERS has the right to recover up to one-half of the total retirement benefit costs payable due to this injury from the responsible party (G.C. section 20250).

The employer should also advise CalPERS if it is aware that the member is pursuing a claim (other than a Workers' Compensation claim) against any person or entity for the same injuries that also entitle the member to a disability retirement from CalPERS.

8. A statement from the employer identifying the disabling condition(s) and body part(s) involved: i.e., orthopedic (right knee), psychological, cardiovascular, internal (kidney), neurological (leg).
9. If Advance Disability Pension Payments (ADPP) have been or will be paid to the member, the employer must include the monthly amount and the beginning date. The employer must also provide the address to which the reimbursement check should be mailed.

It is the employer's responsibility to report to CalPERS the amount of ADPP paid to a member. If an employer fails to notify CalPERS of ADPP or if the member service retires, the local agency and the employee shall arrange for repayment. CalPERS will not reimburse the employer in these situations.

Thank you for your assistance. Your cooperation is appreciated.

We are here to assist you. If you have any questions, please visit our website at www.calpers.ca.gov, or you may call us toll free at **888 CalPERS (888-225-7377)**.

Sincerely,

Marie Michel
Staff Services Analyst
Disability Retirement Section

Enclosures: LS - 1st Letter to Member
Employer Information for Disability Retirement

cc: Joseph W Seaton

RESOLUTION 2021 -

RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS MAKING A DETERMINATION OF INDUSTRIAL DISABILITY OF AN EMPLOYEE AS REQUIRED BY GOVERNMENT CODE SECTION 21154 AND 21156

WHEREAS, the County of Inyo (hereinafter referred to as Agency) is a contracting agency of the California Public Employee's Retirement System (CALPERS);

WHEREAS, CALPERS requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is substantially incapacitated from performance of the usual duties of his position and is permanently disabled based on competent medical opinion due to an industrial injury or condition, and that the determination was not used as a substitute for the disciplinary process;

WHEREAS, an application for industrial disability retirement of Joseph Seaton, employed by the Agency in the position of Deputy Sheriff, has been filed with CALPERS; and

WHEREAS, the County of Inyo has reviewed a competent medical opinion and other evidence relevant to the disability and its cause.

NOW, THEREFORE, BE IT RESOLVED:

That the Inyo County Board of Supervisors does hereby find and determine that Joseph Seaton is permanently disabled and substantially incapacitated as defined by CALPERS for performance of the usual duties of his position of Deputy Sheriff due to an industrial orthopedic right foot condition; and

BE IT FURTHER RESOLVED that the Inyo County Board of Supervisors finds and determines that such disability is a result of an injury arising out of and in the course of employment. The workers' compensation claim related to the employee's disability has been accepted as industrial, and there is no dispute as to the industrial nature of the disability. The primary disabling condition is physical related to an industrial car accident of June 23, 2015. There is substantial possibility of third party liability, as his disability is entirely related to an automobile collision caused by an adverse driver who did not work for the County at the time of the collision. The employee and the County recovered a total of \$45,000 from a third-party automobile claim.

BE IT FURTHER RESOLVED that the employee will be separated from his employment in the position of Deputy Sheriff on July 21, 2021, and that will be the last day he will be on payroll. Advanced disability pension payments in the monthly amount of \$3,362.72 will be made as necessary after July 21, 2021, while CALPERS is processing the claim. CALPERS may send a reimbursement check to Inyo County, attn. Personnel, PO Box 249, Independence, CA 93526. There is no dispute as to the expiration of his leave

rights. There are also no disciplinary proceedings related to the employee and the Board certifies that its disability determination is not being used as a substitute for the disciplinary process.

The employee is believed to be competent to act on his own behalf in legally binding retirement matters. He is represented by an attorney for his workers' compensation claim, but he is not represented for his retirement process.

IN WITNESS WHEREOF, the undersigned have executed this Resolution this ____ day of ____ 2021.

PASSED AND ADOPTED on this _____ day of _____, 2021, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Clint Quilter, Sue Dishion

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board:

A) Approve Resolution 2021-33, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary And/Or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign;

B) Waive the first reading of proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisor," and set enactment for 11 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence;

C) Waive the first reading of proposed Ordinance 1267 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors," and set enactment for 11:15 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence, for enactment; and

D) Approve the Methodology and Implementation of the salary survey identified in the Agenda Request Form Summary.

SUMMARY/JUSTIFICATION:

BACKGROUND

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
County Counsel	91%	91%	103%
District Attorney	87%	87%	82%
Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
Child Support Director	68%	69%	69%
Auditor Controller	69%	69%	62%
Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as a rational framework for the Board to consider when making appointments. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. Proposed Resolution No. 2021-33
2. Proposed Ordinance 1266
3. Proposed Ordinance 1267

APPROVALS:

Darcy Ellis	Created/Initiated - 6/4/2021
Darcy Ellis	Approved - 6/4/2021
Sue Dishion	Approved - 6/4/2021
Marshall Rudolph	Approved - 6/4/2021
Amy Shepherd	Approved - 6/4/2021
Clint Quilter	Final Approval - 6/4/2021

RESOLUTION NO. 2021 _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7A of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	July 8, 2021 and on
Ag Comm/Weights and Measures	\$13,060
County Administrator	\$16,230
County Counsel	\$16,701
Child Support Director	\$ 9,674
Environmental Health Director	\$ 9,275
Water Director	\$11,198
Health and Human Services Director	\$12,365
Planning Director	\$10,225
Chief Probation Officer	\$11,236
Public Works Director	\$12,984

PASSED AND ADOPTED this 8th day of June, 2021 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: _____
Darcy Ellis, Assistant

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for certain elected officials.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 and on
Assessor	\$ 11,198
Auditor/ Controller	\$ 11,198
Clerk/Recorder	\$ 10,225
District Attorney	\$ 14,120
Public Administrator	\$ 9,491
Sheriff	\$ 14,120
Tax Collector/Treasurer	\$ 10,225

SECTION IV: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2021,
by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

DCH/BOARD.ORD

ORDINANCE NUMBER _____

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA AMENDING SECTION 2.04.040(A) OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR MEMBERS OF THE BOARD OF SUPERVISORS

The Board of Supervisors of the County of Inyo ORDAINS as follows:

SECTION 1. Authority

Article XI, Section 1, of the California Constitution and Government Code section 25300 provide that the Board of Supervisors shall prescribe the compensation for members of the Board of Supervisors by Ordinance.

SECTION II. Purpose.

The Board of Supervisors for the County of Inyo enacted section 2.04.040 of the Inyo County code, which sets compensation to be received by members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for members of the Board of Supervisors.

SECTION III. Section 2.04.040(A) Amended to provide for increases in the salary for the Members of the Board of Supervisors.

Subsection A of Section 2.04.040 of the Inyo County Code is amended to read as follows:

“A. Salary. Members shall be paid in accordance with the procedures used to pay all other county officers and employees as follows: Effective August 19, 2021, members shall receive a monthly salary in the amount of six thousand and five dollars and no cents.”

SECTION IV. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently invalid or unconstitutional.

SECTION V. Effective Date

This Ordinance shall take effect and be in full force and effect sixty (60) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this _____ day of _____,
by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of June 1, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 6/3/2021
Final Approval - 6/3/2021



County of Inyo



Health & Human Services

TIMED ITEMS - NO ACTION REQUIRED

MEETING: June 8, 2021

FROM: Marilyn Mann

SUBJECT: Receive a presentation on the Continuum of Care (CoC)

RECOMMENDED ACTION:

Request Board receive a presentation on the Continuum of Care (CoC) and the services available to address homelessness and affordable housing in Inyo County.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Continuum of Care (CoC) is a local regional planning body that coordinates housing and services funding for homeless families and individuals. Our local CoC includes Inyo, Mono and Alpine counties, as well as other stakeholders including representatives from faith-based and other service organizations, veterans, law enforcement, education, and homeless/formerly homeless persons. Inyo Mono Advocates for Community Action (IMACA) acts in an administrative role, supporting the CoC in its regional planning and acting as a Collaborative Applicant for various funding sources.

Your Board's HHS Director sits on the CoC and participates, along with other HHS team members, in the CoC by working closely with IMACA and other partners to coordinate and meet the needs of persons without permanent housing. Today, HHS and IMACA would like to share with your Board a presentation about the continuum of services that are currently coordinated locally, as well as future opportunities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to hear the presentation at this time.

OTHER AGENCY INVOLVEMENT:

IMACA, faith community, local not-for-profit agencies

FINANCING:

Not Applicable

ATTACHMENTS:

APPROVALS:

Marilyn Mann
Darcy Ellis
Marilyn Mann

Created/Initiated - 5/19/2021
Approved - 5/19/2021
Final Approval - 5/19/2021